

## REMARKS

Claims 1-16 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

### **Section 101 Rejection:**

The Examiner rejected claims 1-16 under 35 U.S.C. § 101 because none of the claims are directed to statutory subject matter. Specifically, the Examiner asserts that independent claims 1, 6, 11 and 16 “merely claim[] functional descriptive material, i.e., abstract ideas.” Applicants respectfully disagree with the Examiner and traverse this rejection. However, to advance prosecution of the current application, Applicants have amended claims 1, 6, 11 and 16 to better recite the claimed invention, thereby clearly overcoming the § 101 rejection.

For instance, claim 1 has been amended to recite, in part, “generating an access token that grants the client access to data stored on one or more storage devices associated with the metadata server.” Thus, claim 1 recites a useful, concrete and tangible result of generating an access token that grants a client access to data. Without the access token the client may not access the data. Clearly the generating of an access token that grants a client access to data is a useful, concrete and tangible result having a practical application. Claims 6, 11 and 16 have been amended in similar fashion.

Furthermore, Applicant notes that MPEP 2106.IV.B.2.(b) states that a process is statutory if it is “limited to a practical application in the technological arts.” The most famous example of this category is found in *State Street Bank & Trust Co. v. Signature Financial Group, Inc.*, 149 F.3d 1368, 47 USPQ2d 1596 (Fed. Cir. 1998) as discussed in MPEP 2106 where the court stated that the relevant claim was statutory because “the transformation of data, representing discrete dollar amounts, by a machine through a series of mathematical calculations into a final share price, constitutes a practical application … because it produces ‘a useful, concrete and tangible result’ – a final share

price". Just like transforming data representing discrete dollar amounts to determine a final share price was considered a practical application and thus statutory in *State Street*, the generation of an access token that grants a client access to data stored on one or more storage devices associated with a metadata server recited in claim 1 is a practical application and thus statutory.

As discussed above, claim 1 clearly recites a practical application in the technological arts. Therefore, Applicants respectfully request removal of the § 101 rejection.

**Section 102(b) Rejection:**

The Examiner rejected claims 1, 3-6, 8-11 and 13-15 under 35 U.S.C. § 102(b) as being anticipated by Schmeidler et al. (U.S. Patent 6,374,402) (hereinafter "Schmeidler"). Applicants respectfully traverse this rejection for at least the reasons presented below.

**Regarding claim 1, contrary to the Examiner's assertion, Schmeidler fails to disclose determining a maximum expiration time indicated by a next scheduled quiesce time, and further fails to disclose setting the expiration time of the access token to be no later than the maximum expiration time.** In contrast, as shown below, Schmeidler teaches determining a token's expiration time as a multiple of an Activator keep-alive time, which is clearly not the same as setting the expiration time of the access token to be no later than a maximum expiration time indicated by a next scheduled quiesce time.

Schmeidler teaches a system for secure delivery of executable content over a broadband network. Schmeidler's system includes the use of authentication tokens that include a start and end time. Additionally, Schmeidler's system includes the user of activators, or obfuscated bytecode into which is hidden keying information required to decrypt downloaded content. Both the authentication tokens and the activators have limited, but renewable, lifetimes.

The Examiner cites FIG. 8 and col. 22: 53-54 of Schmeidler when asserting that Schmeidler teaches determining a maximum expiration time indicated by a next scheduled quiesce time. However, Schmeidler does not, either at the cited passage or elsewhere, describe anything regarding a maximum expiration time indicated by a next scheduled quiesce time. Moreover, Schmeidler does not describe setting an access token's expiration time to be no later than the maximum expiration time (indicated by a next scheduled quiesce time). In fact, Schmeidler does not describe any scheduled quiesce times.

In contrast to the Examiner's contention, Schmeidler teaches that a token's expiration time is set to be "some multiple of the Activator keep-alive time plus additional time to handle varying network and server latencies" (Schmeidler, 24:60-67). Regarding how the Activator keep-alive time is set or determined, Schmeidler is silent other than to say that an Activator has a limited lifetime (4:7-11) and that "[p]eriodically, the activator requests the launcher 220 to ask the CAS 210 to refresh the activator and the RAFT authorization token" (10:6-8). Schmeidler does not mention anything regarding determining a maximum expiration time *indicated by a next scheduled quiesce time*.

Thus, Schmeidler fails to disclose each every limitation of Applicants' claim. Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every limitation of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Schmeidler fails to disclose determining a maximum expiration time indicated by a next scheduled quiesce time and further fails to disclose setting the expiration time of the access token to be no later than the maximum expiration time. Therefore, Schmeidler cannot be said to anticipate claim 1.

For at least the reasons above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 6, and 11.

Regarding claim 5, Schmeidler fails to disclose wherein at the next scheduled quiesce time the plurality of access tokens are expired without the metadata server transmitting a message to each client to expire its respective access tokens. The Examiner cites col. 3:47-51 of Schmeidler. However, the cited passage only states that an authorization token is a signed message from the CAS indicating that the requesting user can have access to a specific data briq, on a specific server, for the length of time spelled out in the negotiated payment type. In fact, nowhere does Schmeidler mention anything about tokens being expired *at a next quiesce time*. Moreover, as noted above, Schmeidler does not discuss quiesce times at all.

The Examiner's argument appears to rely only on the fact that Schmeidler's authorization tokens include a particular time period during which the user may access the data. However, the Examiner is improperly ignoring the specific language and limitations of Applicants' claim. The Examiner has not cited any reference that discloses a plurality of access tokens that are expired at the next scheduled quiesce time.

Thus, for at least the reasons above, the rejection of claim 5 is not supported by the cited art and removal thereof is respectfully requested.

#### **Section 103(a) Rejection:**

The Examiner rejected claims 2, 7, 12 and 16 under 35 U.S.C. § 103(a) as being unpatentable over Schmeidler in view of McBrearty et al. (U.S. Publication 2004/0015585) (hereinafter "McBrearty"). Applicants' respectfully traverse this rejection for at least the reasons below.

Regarding claim 2, Schmeidler in view of McBrearty fails to teach or suggest determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to be the default expiration time. The Examiner relies on McBrearty, citing paragraph [0004], to teach determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to be the default expiration time. However, the Examiner's reliance on McBrearty is misplaced. McBrearty, even if combined with Schmeidler, does not teach or suggest determining a default expiration time and further fails to teach or suggest setting the expiration time of the access token to the default expiration time if the default expiration time is earlier than the maximum expiration time.

McBrearty teaches a system to control access to a token server system that includes tokens with time specific permissions. McBrearty describes that each token may be encoded with "a tiny database" that "lists exceptions and exclusions of function (e.g., read, write, execute) tied to specific time periods" (parentheses added, McBrearty, paragraph [0021]). In other words, McBrearty encodes a lookup table listing various time periods during which individual functions, such as reading, writing or executing, may not be performed. McBrearty does not describe how the specific time periods or the overall expire time is determined.

The Examiner cites paragraph [0004] where McBrearty teaches that a typical token "has a limited lifetime, typically 24 hours before the token expires and the user must re-apply for a new token." However, this statement does not teach or suggest determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to be the default expiration time, as recited by Applicants' claim. Instead, McBrearty, whether considered singly or in combination, merely states that typical tokens have a limited lifetime of *typically* 24 hours. Nowhere does McBrearty mention anything about comparing a default expiration time to a maximum expiration time as would be required for

McBrearty to teach or suggest setting a token's expiration time to the default expiration time *if the default expiration time is earlier than the maximum expiration time.*

Moreover, Schmeidler fails to overcome this deficiency of McBrearty. Schmeidler, even if combined with McBrearty, does not teach or suggest the limitations of claim 2.

Additionally, the Examiner's combination of Schmeidler and McBrearty would not result in a method that includes determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to the default expiration time. Instead, the combination of Schmeidler and McBrearty would result in a system that sets a token's expiration time as a multiple of the activator's keep-alive time, as taught by Schmeidler, and that also includes time periods during which individual access functions (e.g., reading, writing or executing) may be disabled, as taught by McBrearty. Thus, the Examiner's combination of cited art would not result in a system or method that includes the limitations of claim 2.

Thus, for at least the reasons above, the rejection of claim 2 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 7, 12 and 16.

Regarding both the § 102 and § 103 rejections, Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

## CONCLUSION

Applicants submit the application is in condition for allowance, and prompt notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5760-19800/RCK.

Respectfully submitted,

/Robert C. Kowert/  
Robert C. Kowert, Reg. #39,255  
Attorney for Applicants

---

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.  
P.O. Box 398  
Austin, TX 78767-0398  
Phone: (512) 853-8850

Date: February 13, 2007